

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
MCALLEN DIVISION**

In Re:	§	
	§	
GARCIA GRAIN TRADING	§	Case No. 23-70028-EVR-11
CORP.,	§	
	§	
Debtor.	§	

**DEBTOR’S EXPEDITED SUPPLEMENTAL MOTION FOR USE OF CASH
COLLATERAL ALONG WITH SURPLUS FUNDS HELD IN PACA RESERVE
ACCOUNT AND OBTAIN ADVANCES ON SUNFLOWER CONTRACT FOR SALE OF
OILSEEDS TO INDUSTRY ACEITES ESPECIALES TH S.A. DE C.V.**

This motion seeks an order that may adversely affect you. If you oppose the motion, you should immediately contact the moving party to resolve the dispute. If you and the moving party cannot agree, you must file a response and send a copy to the moving party. You must file and serve your response within 14 days of the date this was served on you. Your response must state why the motion should not be granted. If you do not file a timely response, the relief may be granted without further notice to you. If you oppose the motion and have not reached an agreement, you must attend the hearing. Unless the parties agree otherwise, the court may consider evidence at the hearing and may decide the motion at the hearing.

Represented parties should act through their attorney.

Expedited relief has been requested. If the Court considers the motion on an emergency basis, then you will have less than 14 days to answer. If you object to the requested relief or if you believe that the emergency consideration is not warranted, you should file an immediate response.

(Expedited Relief Needed by May 11, 2023)

TO THE HONORABLE EDUARDO V. RODRIGUEZ, CHIEF U.S. BANKRUPTCY JUDGE:

NOW COMES, GARCIA GRAIN TRADING CORPORATION (“Garcia”), the Debtor in the above-referenced bankruptcy proceeding, and files this Debtor’s Expedited Supplemental Motion for Use of Cash Collateral Along with Surplus Funds in PACA Reserve Account and

Obtain Advances on Sunflower Contract for Sale of Oilseeds to Industry Aceites Especiales Th S.A. De C.V. (“Supplemental Motion”), and in support of the requested relief would respectfully show the Court as follows:

1. On February 17, 2023 (the “Petition Date”), the Debtor filed a voluntary petition for relief under Chapter 11 of the U.S. Bankruptcy Code. The Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(A), (D), (M) and (O). The relief requested by the Debtor is proper under 11 U.S.C. §§ 363 and 364 of title 11 of the United State Code, 11 U.S.C. §§ 101, et. seq. (the “Bankruptcy Code”).

2. On March 7, 2023, the Court entered the *Agreed Order Granting Emergency Joint Motion to Sell Grain at the Progresso, Texas Facility* [ECF No. 59], which provides for certain procedures to sell the Grain (as defined therein) and for any and all proceeds from the sale of Grain, less reasonable and necessary freight charges to transport the Grain to the purchasers, to be deposited, and remain in, the Debtor in Possession Grain Proceeds Escrow Account (as defined therein).

3. Currently, the Debtor is carrying out its operations by expending Grain proceeds in compliance with the *Order Granting Debtor’s Continued Use of Cash Collateral on An Interim Basis* [EDF No. 135]. The funds authorized for use therein are to be expended by the Debtor to maintain the safety of the grain elevator facilities, to pay for the movement, management, and accounting of the sales of the Grain and pay for the expenses involved in the collection of outstanding receivables during the interim period. As adequate protection of the Secured Creditors’ (as defined therein) interests in cash collateral or property being used, these creditors have been granted continuing replacement like kind liens or ownership positions in all of

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the Debtor's inventory and accounts receivable presently owned by or securing the indebtedness owing to StoneX, Falcon, Grainchain, and Vantage in accordance with 11 U.S.C. § 361(2) in the same priority and in the same nature, extent, and validity as such liens or ownership positions existed pre-petition. However, none of the Secured Creditors, save and except for Vantage Bank Texas ("Vantage"), claim any title to or security interest in the cash collateral sought to be used in accord with the requested relief in this Motion.

4. This Motion seeks supplemental use of cash collateral subject to security interests asserted by Vantage Bank Texas ("Vantage") against the Debtor's inventory of edible beans, accounts receivable and cash deposits derived from such products along with the use of surplus funds now held in the Debtor in Possession PACA Reserve Account. It also seeks authority to take advances for payment of sunflower seeds to be delivered to Industry Aceites Especiales Th S.A. De C.V. ("Industry Aceites") pursuant to a pre-petition supply contract. Such advances will be used to pay farmers in the Rio Grande Valley of Texas for their sunflower seeds which they have contracted for sale to the Debtor, and which are projected to be harvested in June and July of this year.

5. The Debtor is currently not buying or selling any grain due to the suspension of its licenses by the Texas Department of Agriculture ("TDA") which sealed the Progreso facility and Donna/Santa Rosa, along with a grain elevator facility the Debtor owns in Edcouch, Texas. The TDA requires that storage facilities dealing with feed grains such as corn, milo, and soybeans to be licensed. However, there are no such requirements for the storage associated with the purchase and sale of oilseeds such as sunflower seeds or edible beans such as black and pinto beans. These commodities can be properly handled by the Debtor through the utilization of its flat storage at its Progreso facility and at Donna/Santa Rosa and can be moved from these

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facilities to its customers in Mexico.

6. On the Petition Date, Vantage held title to or a security interest in certain grain inventory, machinery and equipment, and other personal property assets located at the Debtor's grain elevator facilities located in Santa Rosa and Donna, Texas ("Santa Rosa/Donna"), and asserts title to or a security interest in any grain currently located at the Progreso facility that in the ordinary course of Debtor's business was relocated from Santa Rosa/Donna to the Progreso facility in preparation for its export and sale to Debtor's customers in Mexico. Vantage also asserts title to or a security interest in grain warehouse receipts associated with the grain inventory at Donna/Santa Rosa, along with any associated cash, accounts receivable, and other proceeds from the sale of the grain at such facilities. Vantage claims its collateral interest in such assets of the Debtor to secure the repayment of indebtedness represented by promissory notes executed by the Debtor having an estimated current outstanding balance of \$9.1 million. Further, Vantage asserts a security interest against the Debtor's inventory of edible beans stored at the Donna/Santa Rosa facility along with the accounts receivable and cash deposits derived from the sale of the bean inventory. Currently, the Debtor estimates the total value of the bean inventory, accounts receivable and cash deposits to equal approximately \$1.6 million. There are competing claims to these assets by the suppliers of the beans which may claim superior rights and interests in them by virtue of the provisions of 11 U.S.C. §§ 499(c), *et. seq.* (Perishable Agriculture Commodities Act) ("PACA").

7. Finally, Vantage claims a security interest in the Debtor's existing contract rights related to the purchase of sunflower seeds from the farmers with whom it has production contracts as well as the supply contract related to the sale and delivery of the oilseeds to Industry Aceites. The value of these contracts cannot be realized without approval of the Debtor's request

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to perform them and its use of the funds derived from them as cash collateral as is sought in this Motion.

8. In addition to its asserted ownership and security interest against the personal property of the Debtor, Vantage holds deeds of trust against real property of the Debtor known as the Pitts Property valued at an estimated \$4,960,000; Donna/Santa Rosa having a combined estimated value of \$3,500,000; and the Toluca Ranch titled in a separate entity named Garcia Balli, LLC having an estimated value of \$1,700,000 – altogether having an estimated total collateral value of \$10.2 million. Therefore, when the total value of the personal property collateral in the form of its claims against the Grain sold from the Progreso facility, the asserted security interest against the bean inventory, the accounts receivable and the cash deposits estimated at \$1,800,000, and the liens Vantage claims against the Debtor's and its related entities' real estate valued at \$10.2 million, the total collateral value of the bank exceeds \$12 million compared to its total indebtedness of \$9.1 million.

9. The Debtor desires to continue its business of buying and selling black and pinto beans as well as other commodities from suppliers in the upper Midwest of the United States and selling them to customers in the interior of Mexico. The Debtor currently owns an inventory of edible pinto and black beans which is stored at the Donna/Santa Rosa facility having an estimated value of \$400,000. In addition, it has collected accounts receivable from customers in Mexico of approximately another \$700,000 which has been deposited in the Debtor in Possession PACA Reserve Account. Estimated receivables to be collected total \$500,000.

10. The Debtor has recently obtained an order from the Court establishing procedures for the Court to determine the nature, extent, and validity of any claims of bean suppliers under the provisions of PACA. The Debtor estimates the valid PACA claims, if any, to be less than

\$300,000. Thus, the Debtor believes there are surplus funds in the PACA Reserve Account of approximately \$400,000 – plus additional value in the existing bean inventory of another \$400,000, plus estimated collectable receivables of \$500,000. In accord with the provisions of the order establishing the PACA procedures, the deadline for filing the proof of claim forms for suppliers claiming protection under PACA is May 15th. Therefore, the amount of possible PACA claims will be established by such date, the Debtor seeks authority to use funds not necessary to satisfy the trust provisions of PACA as cash collateral.

11. The cash collateral sought to be used in accordance with the requests set out in this Motion will be used to pay post-petition wages of the employees of the Debtor as well as the normal day-to-day expenses of its operations such as fuel, utilities, office expenditures, insurance premiums and rent. It will also be used, however, to purchase the black and pinto beans from the suppliers in the upper Midwest along with the expenses associated with the sale and delivery of beans to its customers in Mexico. A budget associated with the sources and uses of these funds along with the categories and amounts of projected expenses connected with the business operations related to its bean enterprise is attached hereto as Exhibit “A.”

12. Management of the Debtor has arranged for Industry Aceites to provide credit to the Debtor by advancing funds for the purchase of the sunflower seeds and payment of the farmers owed for them prior to the actual delivery of the oilseeds to their plant in Mexico. A protocol has been established calling for the Debtor to arrange for trucks to load the harvested sunflower seeds at the fields of the farmers and then deliver them to an agreeable storage location. Samples of the sunflower seeds will then be delivered to a testing laboratory where their oil content and other quality characteristics will be measured, and the test results delivered to the Debtor. The Debtor will then use such information to calculate the amount of funds due

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the farmer and pay them for the commodity prior to the sunflower seeds leaving the storage facility for delivery to the oilseed plant in Mexico. Once the oilseeds are delivered to the crushing plant, the Debtor will then be allowed to retain its profits and any allowed costs resulting from the transaction.

13. A budget relating to the Debtor's proposed expenditures and reflecting the advances from Industry Aceites is attached as Exhibit "B." The budget reflects projected profits of \$375,000. To the extent Vantage is entitled to adequate protection connected with the contracts related to the purchase and sale of the sunflower seeds shown in the budget, the Debtor proposes to the grant to Vantage like kind security interests in the accounts receivable and proceeds derived from the sunflower contracts equal in nature, extent, priority, and validity as such security interests existed prior to the Petition Date.

Need for Consideration of Motion on an Expedited Basis

14. The sunflower crop which is the subject of this Motion is already growing and being cultivated and maintained by the farmers. Current projections are for the sunflower crops to be ripened and ready for harvest by approximately June 1st. These farmers need to know where the crop is to be delivered and have assurance that they will be compensated for them. In the event the contract between the Debtor and these producers are not accepted they will need to search for other delivery point for their sunflower production.

15. Similarly, the buyer of these sunflower seeds, Industry Aceites, needs to know whether it will be delivered the sunflower seeds it has contracted to purchase from the farmers in the Rio Grande Valley through the Debtor. Otherwise, it will need to find an alternate source for its crushing facility.

16. Furthermore, the customers who purchase the pinto and black beans from the Debtor also need to know whether the Debtor will continue to be a source of beans for them. If the Debtor is not a source for these beans, then the customers in Mexico must locate an alternative source. Also, the suppliers of the beans need to know whether they continue to market the beans they produce to the Debtor. Finally, the inventory of beans is perishable, and the quality of the beans deteriorates over time. Thus, the marketability and value of the beans is diminishing both to the Debtor and the purchasers.

17. As shown by the facts and circumstances stated in this Motion, time is of the essence. There is presently an immediate need for the use of the cash collateral and other relief requested. Further delay threatens immediate and irreparable harm to the Debtor's estate.

18. The failure to make decisions on an expedited basis about the acceptance or rejection of these contracts relating to the Debtor's purchase and marketing of the edible beans and the sunflower seeds will cause immediate and irreparable harm to the assets of the Debtor and will result in harm to the producers and purchasers of these products. Also, failure to make decisions regarding the acceptance or rejection of these contracts will ultimately result in lost opportunities for the estate and damage and diminution to the value of their assets. For these reasons, the Debtor requests an expedited hearing on shortened notice of this Motion.

19. Counsel for the Debtor hereby certifies that the information contained herein is a complete and accurate account as related to the facts and circumstances pertaining to the emergency relief requested.

WHEREFORE, PREMISES CONSIDERED, the Debtor prays that the Court set an expedited hearing on shortened notice for **Thursday, May 11, 2023, at 3:30 p.m. and that the hearing be conducted electronically before the U.S. Bankruptcy Court, Southern District of**

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Texas, McAllen Division (Central Standard Time), and the Debtor prays that the Court determine that adequate notice and opportunity for hearing of this Motion has been given to creditors and parties in interest under the circumstances, and that upon hearing the Court authorize the use of cash collateral as reflected in the bean budget attached as Exhibit “A,” and the sunflower seed budget attached as Exhibit “B,” for the periods reflected in each such budget, and grant as adequate protection to Vantage, as it deems necessary and appropriate, a like kind security against the inventory of the commodities being purchased and sold pursuant to the relief requested in this Motion, as well as the accounts receivable and cash proceeds derived from such transactions, in the same extent, priority and validity as existed prior to the Petition Date, and that such security interest be deemed second and inferior to the claims of the suppliers of the beans and the claims of the farmers to the sunflower seeds, as well as the credit advance of Industry Aceites for the purchase of the sunflower seeds, and pray for such other and further relief whether at law or in equity as the Court may deem necessary and proper.

Respectfully Submitted:

MULLIN HOARD & BROWN, L.L.P.
P.O. Box 2585
Lubbock, Texas 79408-2585
Telephone: (806) 765-7491
Facsimile: (806) 765-0553
Email: drl@mhba.com

/s/ David R. Langston
David R. Langston, SBN: 11923800
Southern District Bar No. 9489
***Attorneys for Debtor, Garcia Grain
Trading Corp.***

CERTIFICATE OF CONFERENCE

I certify that on April 20, 2023, I conferred with Vicki Skaggs, counsel for Vantage Bank, and she indicated to me they did not oppose an expedited hearing on shortened notice.

/s/ David R. Langston _____
David R. Langston

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Motion was served on the following parties in interest via ECF on this 21st day of April 2023 and by email:

1. Office of the U.S. Trustee
ANDREW JIMENEZ
606 N. Carancahua, Suite 1107
Corpus Christi, Texas 78401
2. The United States Trustee
Office of the United States Trustee
606 N. Carancahua, Suite 1107
Corpus Christi, Texas 78401
3. Catherine Stone Curtis
MCGINNIS LOCHRIDGE
P.O. Box 720788
McAllen, Texas 78504
3. Richard E. Haynes, II
Trevino/Haynes, LLP
3910 E. Del Mar Blvd., Suite 107
Laredo, Texas 78045
4. ATLAS, HALL & RODRIGUEZ, LLP
ATTN: Vicki M. Skaggs
PO Box 3725
McAllen, TX 78502-3725
5. Donald L. Turbyfill
DEVLIN, NAYLOR & TURBYFILL, P.L.L.C.
5120 Woodway Drive, Suite 9000
Houston, Texas 77056-1725
6. Brent W. Martinelli

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Quintairos, Prieto, Wood & Boyer, P.A.
1700 Pacific Avenue, Suite 4545
Dallas, Texas 75201

7. Diane W. Sanders
LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
PO Box 17428
AUSTIN, TX 78760-7428
8. Andrew K. Rozell
323 East Jackson
Harlingen, Texas 78550
9. D. Christopher Carson
Burr Forman
420 North 20th Street, Suite 3400
Birmingham, Alabama 35203
10. GrainChain, Inc.
c/o Alex Mancias
2023 N. Jackson Rd.
McAllen, TX 78501
11. Stonex Commodity Solutions, LLC
c/o Juan Tercero
1251 NW Briarcliff Parkway, Suite 800
Kansas City, MO 64116
12. Vantage Bank
c/o Brian Disque
1801 S. 2nd St.
McAllen, TX 78503
13. John Kurt Stephen
Law Office of Kurt Stephen PLLC
100 S. Bicentennial Blvd.
McAllen, TX 78501-7050
14. Demetrio Duarte, Jr.
Duarte Molina Law
2200 Warner Ave.
San Antonio, TX 78201
15. David A. Castillo
Deputy General Counsel

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Compliance and Enforcement
Texas Department of Agriculture
PO Box 12847
Austin, Texas 78711

16. All parties receiving notice via ECF in this case.
17. All parties listed on the attached mailing matrix.

/s/ David R. Langston
David R. Langston

Garcia Grain Trading
Monthly Cash Flow
Fiscal Year 2023

	May	June	July	August	September	October	November	December	Total
Cash Balance	\$ 602,977	\$ 651,878	\$ 684,383	\$ 740,648	\$ 804,721	\$ 901,078	\$ 979,923	\$ 1,070,121	\$ 602,977
Cash Receipts									
Pinto Bean Sales	\$ 305,293	\$ 209,076	\$ 297,035	\$ 481,712	\$ 378,050	\$ 571,173	\$ 791,384	\$ 489,094	\$ 3,522,816
Black Bean Sales	\$ 493,429	\$ 443,133	\$ 583,338	\$ 425,701	\$ 908,074	\$ 467,383	\$ 301,369	\$ 308,830	\$ 3,931,257
Less: Uncollectable A/R 2.50%	\$ (19,968)	\$ (16,305)	\$ (22,009)	\$ (22,685)	\$ (32,153)	\$ (25,964)	\$ (27,319)	\$ (19,948)	\$ (186,352)
Total Receipts	\$ 778,754	\$ 635,904	\$ 858,364	\$ 884,728	\$ 1,253,971	\$ 1,012,592	\$ 1,065,434	\$ 777,976	\$ 7,267,722
Cost of Goods Sold									
Pinto Bean Purchases	\$ 216,526	\$ 148,285	\$ 210,669	\$ 341,649	\$ 268,128	\$ 405,098	\$ 561,281	\$ 346,885	\$ 2,498,519
Black Bean Purchases	\$ 410,355	\$ 368,527	\$ 485,126	\$ 354,029	\$ 755,189	\$ 388,693	\$ 250,630	\$ 256,835	\$ 3,269,383
Freight	\$ 48,177	\$ 35,940	\$ 49,766	\$ 66,132	\$ 67,979	\$ 77,367	\$ 97,498	\$ 63,689	\$ 506,549
Processing	\$ 1,215	\$ 988	\$ 1,335	\$ 1,398	\$ 1,943	\$ 1,602	\$ 1,709	\$ 1,237	\$ 11,427
Bagging and Supplies	\$ 10,024	\$ 7,857	\$ 10,727	\$ 12,487	\$ 15,215	\$ 14,453	\$ 16,759	\$ 11,514	\$ 99,035
Import/Export Costs	\$ 9,116	\$ 7,406	\$ 10,011	\$ 10,482	\$ 14,573	\$ 12,015	\$ 12,820	\$ 9,278	\$ 85,701
Currency Exchange	\$ 243	\$ 198	\$ 267	\$ 280	\$ 389	\$ 320	\$ 342	\$ 247	\$ 2,285
Total Cost of Goods Sold	\$ 695,655	\$ 569,200	\$ 767,900	\$ 786,456	\$ 1,123,416	\$ 899,549	\$ 941,037	\$ 689,685	\$ 6,472,899
Operating Expenses									
Contract Labor	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 2,222	\$ 17,774
Commissions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas, Fuel, & Oil	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 1,528	\$ 12,220
Insurance	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 1,913	\$ 15,302
Salaries & Wages	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 20,180	\$ 161,440
Rent or Lease - Land	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 2,000	\$ 16,000
Repairs & Maintenance	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 1,500	\$ 12,000
Meals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Charges	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal and Professional Fees	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 1,000	\$ 8,000
Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,000
Taxes	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 2,422	\$ 19,373
Utilities	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 1,085	\$ 8,677
Miscellaneous	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 800
Total Operating Expenses	\$ 34,198	\$ 34,198	\$ 34,198	\$ 34,198	\$ 34,198	\$ 34,198	\$ 34,198	\$ 34,198	\$ 273,586
Total Expenditures	\$ 729,853	\$ 603,398	\$ 802,099	\$ 820,655	\$ 1,157,614	\$ 933,747	\$ 975,236	\$ 723,884	\$ 6,746,485
Net Cash Flow	\$ 48,901	\$ 32,505	\$ 56,265	\$ 64,073	\$ 96,357	\$ 78,844	\$ 90,198	\$ 54,092	\$ 521,236
Ending Cash Balance	\$ 651,878	\$ 684,383	\$ 740,648	\$ 804,721	\$ 901,078	\$ 979,923	\$ 1,070,121	\$ 1,124,213	\$ 1,124,213

EXHIBIT "A"

Garcia Grain Trading
Weekly Cash Flow
June 1 - July 31, 2023

	6/1 - 6/3	6/4 - 6/10	6/11 - 6/17	6/18 - 6/24	6/25 - 7/1	7/2 - 7/8	7/9 - 7/15	7/16 - 7/22	7/23 - 7/29	7/30 - 7/31	Total
Cash Balance	\$ -	\$ 300,000	\$ 1,624	\$ 49,371	\$ 97,118	\$ 144,865	\$ 192,613	\$ 240,360	\$ 288,107	\$ 335,854	\$ -
Cash Receipts											
Sunflowers - Advance Pmt	\$ 300,000										\$ 300,000
Sunflowers - Accounts Receivable Collection		\$ 90,373	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 390,373	\$ 5,945,974
Total Receipts	\$ 300,000	\$ 90,373	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 780,747	\$ 390,373	\$ 6,245,974
Cost of Goods Sold											
Sunflower Grower Contracts		\$ 344,250	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 688,500	\$ 344,250	\$ 5,508,000
Freight		\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175	\$ 14,175		\$ 113,400
In/Out Charges		\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225	\$ 18,225		\$ 145,800
Import/Export Fees		\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050	\$ 4,050		\$ 32,400
Total Cost of Goods Sold	\$ -	\$ 380,700	\$ 724,950	\$ 724,950	\$ 724,950	\$ 724,950	\$ 724,950	\$ 724,950	\$ 724,950	\$ 344,250	\$ 5,799,600
Operating Expenses											
Contract Labor		\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 555	\$ 4,999
Commissions		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Gas, Fuel, & Oil		\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 382	\$ 3,437
Insurance		\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 478	\$ 4,304
Salaries & Wages		\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 5,045	\$ 45,405
Rent or Lease - Land		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Repairs & Maintenance		\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 375	\$ 3,375
Meals		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Bank Charges		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Legal and Professional Fees		\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 250	\$ 2,250
Advertising		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Supplies		\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 63	\$ 563
Taxes		\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 605	\$ 5,449
Utilities		\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 271	\$ 2,441
Miscellaneous		\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 225
Total Operating Expenses	\$ -	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 8,050	\$ 72,446
Net Cash Flow	\$ 300,000	\$ (298,376)	\$ 47,747	\$ 47,747	\$ 47,747	\$ 47,747	\$ 47,747	\$ 47,747	\$ 47,747	\$ 38,074	\$ 373,928
Ending Cash Balance	\$ 300,000	\$ 1,624	\$ 49,371	\$ 97,118	\$ 144,865	\$ 192,613	\$ 240,360	\$ 288,107	\$ 335,854	\$ 373,928	\$ 373,928

EXHIBIT "B"

Garcia Grain Trading Corp.
c/o Octavio Garcia
101 N. Val Verde Rd.
Donna, TX 78537

U.S. Trustee's Office
606 N. Carancahua
Suite 1107
Corpus Christi, TX 78476

American Bean LLC
101 1st Avenue
Petersburg, ND 58272

American Express Business Card
P.O. Box 981531
El Paso, TX 79998-1531

American Express Corp.
P.O. Box 650448
Dallas, TX 75265-0448

Attebury Grain, LLC
624 Burlington Rd.
Fort Worth, TX 76179

BH Genetics
5933 Farm to Market Rd. 1157
Ganado, TX 77962

Brian Jones Farms
Attn: Brian Jones
6582 Mile 15 1/2 N
Edcouch, TX 78538

BWAB MEXICO S DE RL DE CV AV
HUMBERTO JUNCO VOIGT 3 2307
TORRE 2 LOCAL 3 COL VALLE ORIENTE SECC
LOMA LARGA SAN PEDRO GARZA GARCIA
NUEVO LEON CP 66269
MEXICO

Cadena Farms
1324 CR 465
Alice, TX 78332

Cameron County Tax Assessor
P.O. Box 952
Brownsville, TX 78522-0195

Carl Hensz
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Harlingen, TX 78552

Chad Szutz
P.O. Box 1773
Weslaco, TX 78599

Citi Business Card
P.O. Box 790046
St. Louis, MO 63179-0046

Eat Fresh Farms
c/o Robert Dyer
P.O. Box 3300
Mission, TX 78573

Falcon Bank
6301 N. 10th St.
McAllen, TX 78504

Fike Farms
1601 N. Sharp Rd.
Edinburg, TX 78542

Ford Motor Credit
1501 North Plano Road
Suite 100
Richardson, TX 75081

Ford Motor Credit
P.O. Box 650574
Dallas, TX 75265-0574

Forest River Bean Co.
P.O. Box 68
Forest River, ND 58233

Frank Bailey Grain Co., Inc.
Attn: William Bailey
2301 Montgomery St.
Fort Worth, TX 76107

Fred Karle
P.O. Box 1064
San Benito, TX 78586

Grain Chain, Inc.
c/o Alex Mancias
2023 N. Jackson Rd.
McAllen, TX 78501

GRANEROS GUADALUPE SA DE CV
CALLE MIER 7 NORIEGA #890 COL PABLO
ES LOS SANTOS, SABINAS HIDALGO NL
CP 65200
MEXICO

Hans Hovda
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Progreso, TX 78579

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c/o Tudor G. Uhlhorn
2601 S. 77 Sunshine Strip
Harlingen, TX 78550

Helena Agri Enterprises, LLC
c/o Frances Rodriguez
P.O. Box 789
Alamo, TX 78516

Hidalgo County FSA
United States of America
Attn: Farm Loan Programs
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Edinburg, TX 78539-7026

Hidalgo County Tax Assessor
P.O. Box 178
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Special Procedures - Insolvency
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Philadelphia, PA 19101-7346

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24203 Port Rd.
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Donna, TX 78537

State Comptroller of Public Accounts
Revenue Accounting Division -
Bankruptcy
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